

REQUEST FOR QUOTATION <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE 1 OF 21 PAGES
1. REQUEST NO. SSN10006Q8834	2. DATE ISSUED March 17, 2006	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING	
5a. ISSUED BY General Services Office, American Embassy, 27 Napier Road, Singapore 258508			6. DELIVER BY (Date) See Schedule		
5b. FOR INFORMATION CALL (NO COLLECT CALLS)		7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)			
NAME Michelle A. Burton	TELEPHONE NUMBER AREA CODE 65 NUMBER 6476-9108		9. DESTINATION		
8. TO:		a. NAME OF CONSIGNEE			
a. NAME	b. COMPANY		b. STREET ADDRESS		
c. STREET ADDRESS		c. CITY			
d. CITY	e. STATE	f. ZIP CODE	d. STATE	e. ZIP CODE	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) April 7, 2006, 2006 @ 4.30 pm		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.			
11. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT Sing Dols (f)
001	Scheduled monthly servicing of the Swimming Pool located at the Ambassador's residence				See 3.0
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER PERCENTAGE
NOTE: Additional provisions and representations <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached.					
13. NAME AND ADDRESS OF QUOTER		14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER					
b. STREET ADDRESS		16. SIGNER			
c. COUNTY		a. NAME (Type or print)		b. TELEPHONE	
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		AREA CODE
					NUMBER

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1. SCOPE OF SERVICES

- B.1.1. The Contractor shall provide personnel, supplies and equipment for performance of pool maintenance services at U.S. government leased property, Lot 16295, Jalan Mulaunt. Spg 228, Bandar Seri Begawan, Brunei Darussalam as described in Section C, DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, of this contract.

B.2. TYPE OF CONTRACT

This is a firm fixed price contract for scheduled maintenance services. The firm fixed price will include all work, including furnishing all labor, materials, equipment and services, overhead (including cost of Workers' Compensation and War-Hazard Insurance, which shall not be a direct reimbursement) and profit, unless otherwise specified.

This contract does not include unscheduled or repair services and supply of spare parts. Unscheduled services will be the responsibility of the Landlord. However, this exclusion does not apply if the repair is to correct damage caused by Contractor's negligence.

B.3. PRICES

B.3.1. Scheduled Services

In consideration of satisfactory performance of all the scheduled services required under this contract, the contractor shall be paid a fixed-price per month for Scheduled Maintenance Services. No additional sums will be payable on account of any escalation in the cost of materials, equipment or labor, or because of the contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required by the maintenance plan is. Nor will the contract price be adjusted on account of fluctuations in the currency exchange rate.

B.4. Base Year (May 1, 2006 through April 30, 2007)

CLIN	Description	Price per month	Price per year	Total B\$
001	Scheduled maintenance CMR Swimming Pool			
	Total			

B.4.1. First Option Year (May 1, 2007 through April 30, 2008)

CLIN	Description	Price per month	Price per year	Total B\$
101	Scheduled maintenance CMR Swimming Pool			
	Total			

B.4.2. Second Option Year (May 1, 2008 through April 30, 2009)

CLIN	Description	Price per month	Price per year	Total B\$
201	Scheduled maintenance CMR Swimming Pool			
	Total			

B.4.3. Third Option Year (May 1, 2009 through April 30, 2010)

CLIN	Description	Price per month	Price per year	Total B\$
301	Scheduled maintenance CMR Swimming Pool			
	Total			

B.4.4. Fourth Option Year (May 1, 2010 through April 30, 2011)

CLIN	Description	Price per month	Price per year	Total B\$
401	Scheduled maintenance CMR Swimming Pool			
	Total			

Total of scheduled services for 5 years: B\$_____

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1. INTRODUCTION

C.1.1. General

The **American Embassy Brunei** requires a pool maintenance service contractor to perform scheduled work at the CMR, Lot 16295, Jalan Mulaunt Spg 228 Bandar Seri Begawan, Brunei Darussalam. The Contractor shall furnish managerial, administrative and direct operational personnel to accomplish all work as required in this contract. The Contractor shall designate an English speaking representative who shall supervise the Contractor's workforce and be the Contractor's liaison with the American Embassy. The Contractor's employees shall be on-site only for contractual duties and not for any other business or purposes. Specific services are described in detail below.

C.1.2. Definitions

"CMR" means Ambassador's Residence, located at Lot 16295, Jalan Mulaunt Spg 228 Bandar Seri Begawan, Brunei Darussalam.

"Cleaning" means the complete removal of harmful or undesirable dirt, scale, deposits, dust, loose paint, obstructions, foreign matter, vegetation, algae, corrosion, sedimentation and accumulations of any type. Cleaning shall include the use of solvents, chemicals, application of pressure (air, steam, water, etc.) vacuum, scrubbing, scraping, wire brushing, etc. All cleaning chemicals and solvents shall not damage or alter Government property and bulk quantities not approved for daily use shall be stored off site.

"Component" means a constituent part, an essential part necessary to the performance of the system.

"Government" means the Government of the United States of America unless specifically stated otherwise.

"Maintenance" means all material, and labor required to check, inspect, clean filters, and to keep them in such a condition that they may be utilized at their original capacity for the intended purposes.

"Work" means the requirements in this contract, specifically referring to the Statement of Work.

C.2. **STATEMENT OF WORK**

C.2.1. The Contractor shall provide preventative maintenance services for the swimming pool located at Lot 16295, Jalan Mulaunt Spg 228, (CMR)

C.2.2. Pool Size

The pool dimensions are: length (ft) width (ft) max depth (ft)

Ambassador's residence:

Swimming Pool	42	22	8
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C.2.3. Duties and Responsibilities.

Preventative Maintenance services shall be performed in a timely manner and at sufficient frequencies. The Contractor shall maintain the pool in accordance with the PM checklist (*the checklist shall be submitted for approval by the Government*) indicating the type of maintenance, frequency and the man-hours. These services shall include supply of appropriate chemicals, materials and tools, but does not include replacement of hardware.

As and when the need arises, the Contractor shall be required to respond to breakdown calls and investigative services. However, the Contractor shall not charge for such calls/services. Such services shall be performed during normal working hours (see Section F.2.).

C.2.4. The Contractor is required to perform daily skimming of the pool at Lot 16295, Jalan Mulaunt. Spg 228, and removal of solid debris (for example, leaves, paper, gravel, toys etc.).

C.2.5. The Contractor shall perform the following specific maintenance services:

- a) Routine water testing to ensure that the pool water is correctly maintained for the type of pool;
- b) Addition of any chemicals to the pool water to maintain it as per local standards, including "shocking" or superchlorination;
- c) Cleaning of walls and bottom surfaces and removal of any debris that might not be collected by the skimmer system;
- d) Cleaning of the skimmer baskets and maintenance of the filtering screens in the baskets;
- e) Heavy cleaning to remove scale, rust and bacterial growth from the pool and its components as needed but no less than once a month;
- f) Checking and replacing of Fused Pool Light;
- g) Checking circulation Pump Motor;
- h) Chlorine solution Mixing;
- i) Chlorine Dosing/Metering Equipment;
- j) Pool vaccuming/brushing;

- k) Soda Ash Addition;
- l) PH and Chlorine Level Checking.

C.2.6. Recordkeeping Requirements.

The Contractor shall provide written confirmation of the maintenance performed (i.e., a PM checklist) to the COR at the completion of each service.

The Contractor shall maintain, a service report/checklist showing the following details:

- a) Setting of the automatic chlorinator;
- b) Chemical introduction rates;
- c) Addition of any other chemicals;
- d) Actual chemical condition of the pool water;
- e) Type of cleaning performed;
- f) Name and signature of person performing tests/maintenance;
- g) Date and time notations are taken; and
- h) Preventative Maintenance (PM) number, e.g. WK (week) #1, MO (month) #1, BA (biannual) #1, etc. (PM items are organized and numbered by frequency)

C.3. Acceptable Levels of Performance

The Contractor shall schedule (i.e., daily, weekly, monthly, etc.) and perform manufacturer or Government preventative maintenance for the pools in a timely manner. The Contractor shall maintain proper water levels and chemical balances in the pools at all times so that a health threat is not posed to humans. Algae and fungi are considered undesirable elements for good health. Occurrences of illness in humans due to poor water quality (for example, sore eyes or skin rash as a result of pool usage) will constitute unacceptable performance level.

The acceptable quality levels of performance specified in this contract do not imply that the Contractor may knowingly perform in a defective manner. However, failure to perform or defective performance may cause the Government to incur additional expenses with regard to the work. The Government retains the contractual right to withhold payment for work not performed or not performed to the quality standards.

The Government shall notify the Contractor at the first sign of a problem. The COR will notify the Contractor of the nature and extent of the problem. The Contractor shall have an opportunity to correct the specified inadequacy. In the event that the Contractor fails to correct the unsatisfactory performance, either in the time specified by the COR, or within a reasonable time if the COR did not specify a correction time; or in the event of continued poor performance; the COR may withhold payments for that work which was not performed or not satisfactorily performed. The COR shall advise the Contracting Officer of repeated or a major problem in performance.

C.4. Quality Assurance

The Contractor shall institute an appropriate inspection system including checklists of duties to be carried out, ensuring these duties are carried out by the supervisory staff and senior employees, and carrying out weekly inspections to determine whether the various services are being performed according to the contract requirements. Copies of the inspection reports shall be provided to the COR.

Any shortcomings and/or substandard conditions noted in such inspections shall be promptly corrected and improved; any conditions beyond the responsibility of the Contractor shall be brought to the attention of the Contracting Officer or COR, for disposition.

C.5. Inspection by Government

The services being performed hereunder and the supplies furnished will be inspected from time to time by the COR, or his/her authorized representatives, to determine that all work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

SECTION D - PACKAGING AND MARKING [reserved]

SECTION E - INSPECTION AND ACCEPTANCE

E.1. Quality Assurance Plan (QAP)

This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QAP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	Paragraph	Performance Threshold
<u>Services.</u> Performs all pool maintenance services set forth in this contract	Statement of Work and Acceptable Levels of Performance (Section C.2. to C.5.)	All required services are performed and no more than one (1) complaint per pool is received per month

- a) **SURVEILLANCE.** The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.
- b) **STANDARD.** The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions - Commercial Items (May 2001), if any of the services exceed the standard.
- c) **PROCEDURES.**
 - (1) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
 - (2) The COR will complete appropriate documentation to record the complaint.
 - (3) The COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
 - (4) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
 - (5) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
 - (6) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
 - (7) The COR will consider complaints as resolved unless notified otherwise by the complainant.
 - (8) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

SECTION F - DELIVERIES OR PERFORMANCE

F.1. SCHEDULE

Within one week of issuance of the contract, the Contractor shall submit a work schedule to the COR for approval. The schedule shall include a timetable and checklist for preventative maintenance and work procedures.

F.2. WORKING HOURS

All work shall be performed during *Monday to Fri, between the hours of 8.30 am and 5.00pm* except for the holidays identified in Section I.3, DOSAR 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

F.3. PERIOD OF PERFORMANCE

The performance period of this contract is from **date of award for one base year and 4 option years.**

SECTION G - CONTRACT ADMINISTRATION DATA

G.1. 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the Management Officer.

G.1.2. DUTIES

The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

G.2. PAYMENT

Invoices shall be submitted on a monthly basis, at the end of each month, after completion of services.

Invoices must show the following details:

- a) The month for which work was performed;
- b) The Contract Number;
- c) Invoices must be accompanied by the work report/checklist.

The Contractor should expect payment 30 days after receipt of invoice at the Embassy's payment office. Invoices shall be sent to B&F Office, American Embassy, Teck Guan Plaza, 3rd floor, Jalan Sultan BS 8811, Bandar Seri Begawan, Brunei Darussalam. All payment will be made in **Brunei** Dollars.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1. INSURANCE REQUIREMENTS

H.1.1. Personal Injury, Property Loss or Damage (Liability). The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor's personnel in the performance of this Contract

The Contractor's assumption of absolute liability is independent of any insurance policies.

H.1.2. Insurance. The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this Contract, whatever insurance is legally necessary.

H.1.3. Workers' Compensation and Employer's Liability. Amounts are Statutory, as required by host country law.

H.1.4. Worker's Compensation Insurance. The Contractor agrees to provide all employees with worker's compensation benefits as required by the laws of either the country in which the employees are working or the employee's native country, whichever offers greater benefits, following FAR 52.228-4 "Worker's Compensation and War-Hazard Insurance Overseas".

H.2. Standards of conduct. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each Contractor employee shall adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

H.3. Supervisor. The Contractor shall provide an experienced English-speaking charge person on site at all times for the proper execution of the work. The name, qualifications, and experience of the charge person shall be provided in writing to the Contracting Officer one week before commencement of the work.

H.4. Avoiding Nuisance. The Contractor shall carry out the work in such manner as to cause as little inconvenience and nuisance to operations at the CMR. The Contractor shall take utmost precautions in minimizing noise arising from the work. The Contractor is liable for and shall indemnify the US Government in respect of any claim or proceedings arising out of the Contractor's neglect in taking care to ensure that noise from the work does not constitute a nuisance.

- H.5. Damage to property. The Contractor shall be responsible for any damage to U.S. Government leased property/ equipment/vegetation caused by his workmen and shall carry out such repair(s) and/or replacement(s) at his own expense. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.
- H.6. Work in Conjunction with other Contractors. The Contractor may be required to work in conjunction with other contractors performing other work within the premises. Under such circumstances, the Contractor and its workers shall work peacefully with the other contractor/s.
- H.7. Personnel security. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. For purposes of security clearance, the Contractor shall provide the names, biographic data for all Contractor personnel who shall be used on this contract prior to their utilization. The Contractor shall replace any employee that is not approved by the Government. The list of contractor personnel for clearance purposes must be submitted within 7 days of award of contract.

SECTION I - CLAUSES

CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS AWARDED BY OVERSEAS CONTRACTING ACTIVITIES (Current thru FAC 2005-6)

NON-COMMERCIAL ITEMS

FAR 52.252-2 Clauses Incorporated By Reference (FEB 1998)

This purchase order or BPA incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.acqnet.gov/far>

DOSAR clauses may be accessed at: <http://www.statebuy.state.gov/dosar/dosartoc.htm>

I.1. **FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES**

NUMBER	TITLE	DATE
52.204-7	Central Contractor Registration	OCT 2003
52.213-2	Invoices (if order is for subscriptions with advance payments)	APR 1984
52.213-4	Terms and Conditions – Simplified Acquisitions (Other Than Commercial Items)	JULY 2005

52.228-3	Workers' Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance (if order is for services and contractor employees are <u>not</u> covered by Defense Base Act insurance)	APR 1984
52.232-24	Prohibition of Assignment of Claims	JAN 1986
52.232-36	Payment by Third Party (if payment will be made through the Governmentwide purchase card)	MAY 1999
52.233-1	Disputes Alternate I	JUL 2002 DEC 1991
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (for services to be performed on USG installations)	APR 1984
52.243-1	Changes – Fixed Price (for supplies) Alternate I (for services)	AUG 1987 APR 1984
52.245-4	Government-Furnished Property (Short Form) (for services when U.S. Government-furnished property is valued at \$100,000 or less)	JUN 2003
52.247-35	F.o.b. Destination, Within Consignee's Premises (for supplies requiring inside delivery)	APR 1984

I.2. DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR Chapter 6) CLAUSES

NUMBER	TITLE	DATE
652.229-70	Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas post)	JUL 1988
652.229-71	Personal Property Disposition at Posts Abroad	AUG 1999
652.242-71	Notice of Shipments (for overseas shipment of supplies)	JUL 1988
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999

I.3. The following FAR and DOSAR clauses are provided in full text:

FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer

may exercise the option by written notice to the Contractor within the performance period of the contract.

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5 years**.

FAR 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

DOSAR 652.228-71, WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) - SERVICES (AUG 1999) (DEVIATION)

- (a) This clause supplements FAR 52.228-3. For the purposes of this clause, "covered contractor employees" includes the following individuals:
 - (1) United States citizens or residents;
 - (2) Individuals hired in the United States or its possessions, regardless of citizenship; and
 - (3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers' compensation laws.
- (b) The Contractor shall procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between the Department of State and the Department's DBA insurance carrier for covered contractor employees, unless the contractor has a DBA self-insurance program approved by the Department of Labor. The Contractor shall submit a copy of the Department of Labor's approval to the contracting officer upon contract award if applicable.

- (c) The current rate under the Department of State contract is US\$6.45 per US\$100 of compensation for services.
- (d) The Contractor shall insert a clause substantially the same as this in all subcontracts. The Contractor shall require that subcontractors insert a similar clause in any of their subcontracts.
- (e) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, the contracting officer shall modify this contract accordingly.
- (f) The Contractor shall demonstrate to the satisfaction of the contracting officer that the equitable adjustment as a result of the insurance increase or decrease does not include any reserve for such insurance. Adjustment shall not include any overhead, profit, general and administrative expenses, etc.
- (g) Section 16 of the State Department Basic Authorities Act (22 U.S.C. 2680a), as amended, provides that the Defense Base Act shall not apply with respect to such contracts as the Secretary of State determines are contracts with persons employed to perform work for the Department of State on an intermittent basis for not more than 90 days in a calendar year. "Persons" includes individuals hired by companies under contract with the Department. The Procurement Executive has the authority to issue the waivers for these contractor employees. For those employees, the Contractor shall provide workers' compensation coverage against the risk of work injury or death and assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention.

DOSAR 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

All work shall be performed during **Mondays to Fridays, between the times from 8.30 am to 5.00 pm** except for the holidays identified below. The Contracting Officer's Representative may approve other hours. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

- (a) The Department of State observes the following days as holidays:

New Year's Day

Martin Luther King's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

All gazetted Brunei holidays

Any other day designated by Federal law, Executive Order or Presidential Proclamation.

- (b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract.

SECTION J - ATTACHMENT [RESERVED]

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K 1. 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

- (a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

- (d) Taxpayer Identification Number (TIN).

TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

- (e) Type of Organization.

___ Sole Proprietorship;

___ Partnership:

- ___ Corporate Entity (not tax exempt);
- ___ Corporate Entity (tax exempt);
- ___ Government entity (Federal, State, or local);
- ___ Foreign government;
- ___ International organization per 26 CFR 1.6049-4;
- ___ Other _____

(f) Common Parent.

- ___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

___ Name and TIN of common parent;

Name _____

TIN _____

(End of provision)

K 2. 52.204-6 CONTRACTOR IDENTIFICATION NUMBER -DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or DUNS+4 that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent company.

- (1) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

An offeror may obtain a DUNS number-

If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

If located outside the United States, by contacting the local Dun and Bradstreet office.

- (2) The offeror should be prepared to provide the following information:

Company legal business name.

Tradestyle, doing business, or other name by which your entity is commonly recognized.

Company physical street address, city, state and Zip Code.

Company mailing address, city, state and Zip Code (if separate from physical)

Company telephone number

Date the company was started.

Number of employees at your location.

Chief executive officer/key manager.

Line of business (industry)

Company Headquarters name and address (reporting relationship within your entity).

K 3. 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

- (a) (1) If the clause at 52.204–7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.
- (2) If the clause at 52.204–7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- ☐ (i) Paragraph (b) applies.
- ☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below

[offeror to insert changes, identifying change by clause number, title, date].

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause#	Title	Date	Change

K 4. AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name: _____

Address: _____

Telephone Number: _____

K 5. DEFENSE BASE ACT INSURANCE – COVERED CONTRACTOR EMPLOYEES

- (a) Bidders/Offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents.		
(2) Individuals hired in the United States, regardless of citizenship.		
(3) Local nationals or third country nationals where contract performance takes place in a country <u>where there are no</u> local workers' compensation laws.		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there <u>are</u> local workers' compensation laws.		Local nationals: _____ Third Country Nationals: _____

- (b) If the bidder/offeror has indicated “yes” in block (a)(4) of this provision, the bidder/offeror shall submit, as part of its offer, a statement that indicates that such local nationals and/or third country nationals will be provided workers' compensation coverage against the risk of work injury or death under a local workers' compensation law. For those employees, the bidder/offeror shall also assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.
- (c) If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

SECTION L- INSTRUCTION ON HOW TO SUBMIT A QUOTATION

L 1. FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at:

<http://www.arnet.gov/far/> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of an Internet "search engine" (such as, Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR.

<http://www.statebuy.gov/home.htm>

FAR 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004), which is incorporated by reference into this solicitation.

L 2. **SUBMISSION OF QUOTATIONS**

This RFQ is for the performance of the services described in Section C.

Summary of Instructions

Each quotation must consist of the following:

1. Executed Standard Form 18 (SF18). The Quoter must complete Blocks 8a-8f, 13a-13f, 14, 15 and 16 on the cover page of this RFQ (SF 18).

Each Quoter shall submit a firm fixed-price using table provided in Price Schedule as identified in Section B (Page 2 & 3 of RFQ). The firm fixed-price must include labor, travel expenses, overhead, G&A, profit, subcontractor costs, and all other costs related to the services required to perform the work described in Section B of this request for quotation.

The quoter shall state any deviations, exceptions, or conditional assumptions taken regarding this Request for Quotation and explain/justify them.

2. Information demonstrating the quoter's ability to perform including:

(A) Evidence that the quoter operates an established business with a permanent address and telephone listing;

- (B) Evidence that the offeror/quoter can provide the necessary trained personnel, equipment, and financial resources needed to perform the work;
- (C) Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:
- Customer's name, address, and telephone/HP numbers of customer's lead contract and technical personnel;
 - Date of the contract award, place(s) of performance, and completion dates; Contract dollar value;
 - Any litigation currently in process or occurring within last 5 years.
- (D) Submit your proposal as to how your company intends to perform the work. This must include frequency of visits, PM checklist, copies of various forms, etc.

L 3. 52.236-27 SITE VISIT (FEB 1995)

The site visit will be held on **March 24, 2006 at 1.30 p.m.** at the Ambassador's residence, Simpang 228, Lot 16296, Jalan Mulaut, Bandar Seri Begawan. Prospective offerors/quoters should fax in to Robin Guna (Fax No. 222-7830) their vehicle numbers (if parking is required) and names of attendees by **March 23, 2006**.

L 4. CLOSE OF RFQ: **April 7, 2006 at 4.30 pm**

The complete offer shall be submitted at the address indicated at Block 5a of Standard Form (SF) 18, if mailed, or hand delivered. Submissions by e-mail to BurtonMA2@state.gov and copied to palanisamm@state.gov is also acceptable.

For queries, please send an e-mail palanisamm@state.gov or fax (65-6476 9003) to Meena Palanisamy.

Quotes shall remain valid for 30 days.

LATE QUOTATIONS. Late quotations shall be handled in accordance with FAR 52.215-1. Quotations submitted after the due date and time indicated above may not be considered.

SECTION M - EVALUATION FACTORS

The Government intends to award a contract/purchase order resulting from this request for quotation (RFQ) to the lowest priced, technically acceptable offeror/quoter who is a responsible contractor. The evaluation process shall include the following:

- a) **Compliance Review.** The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the RFQ. The Government may reject as unacceptable proposals/quotations which do not conform to the RFQ.
- b) **Technical Acceptability.** Technical acceptability will include a review of past performance and experience as defined in Section L, along with any technical information provided by the offeror with its proposal/quotation.
- c) **Price Evaluation.** The lowest price will be determined by multiplying the offered prices times the estimated quantities in Section B, "Prices", and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.
- d) **Responsibility Determination.** The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - adequate financial resources or the ability to obtain them;
 - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - satisfactory record of integrity and business ethics;
 - necessary organization, experience, and skills or the ability to obtain them;
 - necessary equipment and facilities or the ability to obtain them; and
 - otherwise qualified and eligible to receive an award under applicable laws and regulations.